

**GENERAL TERMS AND CONDITIONS
OF STOPANSKA BANKA AD SKOPJE FOR ACCEPTANCE OF
CARD-BASED PAYMENT TRANSACTIONS**

INTRODUCTORY PROVISIONS

The General Terms and Conditions for Acceptance of Card-based Payment Transactions (hereinafter referred to as the General Terms and Conditions) are integral part and entirety of the Framework Agreement of Payment Services (hereinafter referred to as the Agreement) that governs the features of this payment service, the channel for using the service (at physical points of sale - POS terminals / imprinters and/or electronically in virtual / online points of sale – virtual POS) as well as the rights and obligations of the Bank and the User.

1. DEFINITIONS

For the purpose of the General Terms and Conditions of Stopanska Banka AD – Skopje for Acceptance of Car-based Payment Transactions, the bellow terms and expressions shall have the following meaning:

- **Banka** shall mean Stopanska Banka AD – Skopje with registered head office at 11 Oktomvri Str. No 7;
- **Framework Agreement of Payment Services** shall mean an agreement that regulates the execution of individual and subsequent payment transactions and the rights and obligations and the terms and conditions for opening, maintaining and closing a payment account in the Bank;
- **Payment card** means of payment in physical or software form, which has the payment marks of the brands whose holders are the international card payment schemes (Visa/MasterCard);
- **Acceptance of card-based payment transactions** shall mean a payment service that Stopanska Banka AD – Skopje, based on a submitted request, may approve (allow) for the use of holders of a payment account in the Bank.
- **Card transaction** shall mean a transaction made with a payment card;
- **Bank's cards** shall mean all Visa / MasterCard cards issued by Stopanska Banka AD – Skopje;
- **Other banks' cards** shall mean Visa / Master Card / Maestro cards issued by other banks;
- **Cardholder** shall mean a holder of the right to use a payment card;
- **International payment organizations** shall mean international companies, card payment schemes, holders of the rights of payment card brands Visa / Master Card / Maestro and their sub-brands, whose authorized acceptor is the Bank;
- **Authorization** shall mean a process in which the Bank, in accordance with the rules prescribed by the international payment organizations, provides approval for realization of a card transaction;
- **Promotional materials** shall mean stickers, banners and other material through which the point of sale indicates that it accepts payment cards;
- **Bank's instructions** shall mean a document issued by Stopanska Banka AD – Skopje to the User and contains a set of instructions for using the payment service of accepting card-based payment transactions at the Bank's POS terminals.
- **Technical specification** shall mean a set of instructions that the Bank or Casys (International Card System AD – Skopje) provides to the User for accepting card-based payment transactions.
- **Disputed (Contested) transaction** shall mean a transaction whose validity is disputed by the cardholders or is made in violation of the rules of international payment organizations or the Bank's Instructions for Accepting Cards;
- **Valid transaction** shall mean a transaction made with a payment card that the User accepted in accordance with the provisions of these General Terms and Conditions and the Bank's Instructions and for which the User received authorization from the Bank;
- **Valid card** shall mean a payment card that has the mandatory codes of international payment organizations, and is valid, is not on the list of invalid cards that the Bank can deliver to the User and whose data matches the identity of the payment cardholders (by checking an ID card or passport). The card's validity is checked according to the Bank's Instructions;
- **Bank's website** shall mean www.stb.com.mk.
- **Code 10** shall mean a procedure that the User undertakes to follow in case of any doubt related to validity of the card. During this procedure, the employee at the User's point of sale must call the Bank's Contact Center and state that he is requesting Code 10 to follow the operator's instructions;
- **I-bank service** shall mean digital banking of Stopanska Banka AD – Skopje, i.e. use of online services linked to a payment account in the Bank;
- **POS slip** shall mean confirmation of payment made with a payment card at payment devices/services provided by the Bank. It is printed in two copies, one of which is kept by the User and one copy is handed over to cardholders;
- **Imprinter slip** shall mean confirmation of payment made with a payment card on an imprinter provided by the Bank, compiled in 4 (four) copies, two of which for the Bank and one for the User and cardholders.
- **Price discrimination** shall mean imposing a higher price on the product if it is paid by a payment card instead of cash;

- **POS terminal** shall mean electronic device for accepting card transactions;
- **Imprinter** shall mean a mechanical hand-held device provided by the Bank for accepting payments but only with cards that leave a physical imprint of the data on the slip when passed through that device;
- **Country** shall mean Republic of North Macedonia;
- **Electronic commerce** (also known as e-commerce or virtual POS) shall mean a service that allows sales of products and services on electronic - online points of sale (so-called web stores);
- **Online point of sale** (so-called web store) shall mean an electronic point of sale for accepting card-based payment transactions;
- **E-commerce transaction** shall mean a card-based payment transaction, made on online point of sale;
- **Installment transaction** shall mean a transaction made at the User's point of sale, allowed by the Bank to accept card-based payment transactions with credit cards issued by Stopanska Banka AD – Skopje, which may be divided into installments;
- **User** shall mean a payment account holder in Stopanska Banka AD – Skopje, at whose request the Bank allows payment service by accepting payment cards at points of sale;
- **Interchange fee** shall mean a fee that, directly or indirectly, through a third party, is calculated and paid for each card-based payment transaction by the payment service provider that accepts payment transactions in favor of the payment service provider that issued the card-based payment instrument. This fee includes the net compensation or other similar agreed form of reward.
- **Payment card scheme** shall mean a single set of rules, practices, standards and/or guidelines for the execution of card-based payment transactions, agreed between payment service providers, which are not connected to any infrastructure or payment system that would support their operation and which include a specific decision-making body, organization or entity, which bears the responsibility for the functioning of the scheme.

2. GENERAL PAYMENT SERVICE CHARACTERISTICS

A basic precondition for using the payment service related to accepting card-based payment transactions shall be that the User has a MKD payment account in the Bank (debited for this service), or that the User has concluded a Framework Agreement of Payment Services with the Bank.

To use a payment service of accepting card-based payment transactions, it is required that the User submit to the Bank an Application Form for using the service, and after receiving the approval from the Bank, to sign a

Registration Form for activation of this payment service. The Bank shall consider the request within a reasonable period and if it is approved, the Bank shall submit an Application Form for the activation of this payment service, which includes: the User's service fee, substitution and payment card scheme fees, individually for each payment card category and brand. The Application Form and Registration Form for activation of this payment service shall be an integral part of the Framework Agreement of Payment Services concluded between the Bank and the User.

Payment through payment cards, i.e. the acceptance of card-based payment transactions from the international Visa and MasterCard card schemes, may only be made by the User for products and services for which is registered and/or authorized and which are in accordance with the applicable laws and regulations in the Republic of North Macedonia. The User shall undertake to ensure operational compliance with the relevant regulations governing the scope of activities performed.

The User, while using the payment service – acceptance of card-based payment transactions, shall collect claims through Visa and MasterCard/Maestro payment cards at its points of sale, which the Bank has equipped with a POS terminal and/or Imprinter and/or virtual POS (e-commerce).

While using payment service – acceptance of card-based payment transactions, the User shall be obliged to act in accordance with the Instructions for accepting payment cards provided by the Bank in case of using physical POS terminals.

The POS terminal together with the software for accepting cards shall be the property of the Bank, provided to the User during the use of the payment service – acceptance of card-based payment transactions.

3. INSTALLMENT SALE

If the User is willing to enable the installment payments with the credit cards, issued by the Bank, at the User's points of sale, it is necessary for an authorized person of the User to submit to the Bank a Registration Form for the use of installment payment service (hereinafter referred to as the Registration Form) in which the User declares whether the funds collected shall be received one-time or in equal monthly installments. This Registration Form shall be an integral part of the Framework Agreement of Payment Services concluded between the Bank and the User.

The Bank shall allow installment sale at the User's POS terminal/s (physical or virtual) provided the User has completed and signed the Registration Form for using this

service.

The number of installments of the transaction shall be determined by mutual agreement between the User and the consumer – cardholder, and the number of installments shall be contained in the copy of the slip, of which one is given to the consumer – cardholder.

The minimum sale amount of products and services that the User may charge in installments with the Bank's credit cards may not be less than MKD 1,000, and the possible number of installments for which a transaction may be made at the POS terminal shall be: 2, 3, 4, 5, 6, 10, 12, 18, 24, 36 and 48. The Bank shall reserve the right to unilaterally change the minimum amount of installment sale and/or possible number of installments, and the User agrees to be informed about such changes through the Bank's website, where the Bank publishes the General Terms and Conditions for accepting card-based payment transactions.

4. FEES AND COMMISSIONS FOR THE SERVICE PROVIDED

All fees and commissions related to the Bank's payment card acceptance service shall be charged in accordance with the Bank's Tariffs and acts valid at the time of the transaction.

All fees and commissions related to the Bank's payment card acceptance service are included in the Application Form for use of the service submitted to the Bank by the User.

The amount of fees and commissions shall be variable in accordance with the amendments to the Bank's acts and the User agrees to be informed of any further change in one of the following manners: 1) through a written notification, 2) via electronic mail, or 3) by publishing on the Bank's website.

The Bank shall make available to the User through the i-bank service, detailed POS Reports with an individual display of all payment transactions made at the User's points of sale (equipped with physical and/or virtual POS) along with a reference code for their identification, currency and amount of all fees and commissions charged to the recipient of the card-based payment transaction, in total and cumulative for the User's service fee and the substitution fee.

The User authorizes the Bank to charge all fees and commissions by directly reducing the payment funds made using payment cards, i.e. to transfer the collected net fund amount to the User's account.

The User is aware of, and fully agrees that the turnover display of card-based payment transactions in the daily statement of the payment account shall be shown in a summary form, while the detailed display of individual transactions shall be made available to the User on a dedicated statement of inflows of card-based payment transactions.

If the Bank has a suspicion that the User fails to comply with the above assumed obligations, the Bank shall be entitled to, without prior notice, temporarily suspend the service. In case of confirmation of such suspicions, the Bank shall have the right to unilaterally cancel the service without notice. The Bank shall not be held responsible in any case for the acceptance of payment cards and/or cancellation of the service due to the fact that the User has not complied with the obligations assumed.

5. OBLIGATIONS OF THE BANK

The Bank shall undertake to:

- Provide the User devices necessary for acceptance of cards: POS terminals and/or Imprinters and/or virtual POS depending on what was indicated in the Application Form and in the Registration Form for use of the service,
- Execute payment operations between the cardholders and the User,
- Transfer the funds related to payments made with payment cards of the User in the Bank on the next day from the date of the transaction and the inflow of the relevant funds in the Bank.
- Transfer the funds made with payment cards in net amount, i.e. in an amount reduced by the amount of the commission that the User pays to the Bank, and the one-time calculated amount of annual interest in case of acceptance of installment transactions.
- At the User's request to provide the necessary consumables.
- Provide training and instructions for the use of POS terminals provided by the Bank.
- Apply Visa Inc. and MasterCard International rules and their amendments.

The Bank, as a Payment Service Provider, that accepts card-based payment transactions shall be obliged to separately calculate and present to the User, as a recipient of the payment, a fee for the different categories and brands of payment cards with appropriate levels of substitution fees between payment service providers in case of card-based payment transactions, unless the recipient expressly request in writing a calculation and presentation of a cumulative fee from the recipient of the payment.

6. USER'S OBLIGATIONS WHEN USING A PHYSICAL POS TERMINAL AND/OR IMPRINTER

When using a physical POS terminal and/or imprinter, the User shall undertake to:

- Implement the acceptance of the cards in accordance with these General Terms and Conditions and Instructions for Accepting Card-Based Payment Transactions and any amendments thereof.
- Comply with the provisions of these General Terms and Conditions and all instructions delivered by the Bank to the User in written or electronic form;
- Make the sales of products and/or services by accepting the cards without price discrimination or imposing restrictions of any type when charging with payment cards that are not valid at that moment;
- Ensure operational compliance with the relevant regulations governing the scope of activities performed in connection with the subject of this General Terms and Conditions;
- Publish Visa and MasterCard brands in visible place on its website/point of sale and not to use Visa and MasterCard codes without authorization or without the consent of the Bank;
- Report to the Bank all status and other material changes, including but not limited to changes in contact data (data on change of office and e-mail address specified in this Agreement) and changes in the list of points of sale;
- Establish control mechanisms for monitoring transactions and prevention of transactions made with misused cards.
- - Not to act in opposition to the interests of the Bank and not to harm its reputation;
- Check whether the payment is made with a valid card and in accordance with the Bank's Instructions and not to accept for collection payment cards that are suspected to be valid;
- If a User of a physical POS terminal, shall have to always print and issue a slip as a confirmation of the payment made by a card, of which the User shall keep one copy and give one copy to the cardholder, unless otherwise determined under the Bank's Instructions for certain payments. In case a signature is required on the slip, to compare the signature on the slip with the signature on the cardholder's personal identification document;
- POS terminal or Imprinter slips and other important data for each transaction shall be archived and kept in electronic or paper form for at least 3 years from the date of the transaction (unless otherwise provided for in law);
- Not to recognize as valid and approved by the Bank the transactions for which the User has not received authorization (authorization code) or approval from the Bank through the POS terminal (physical or virtual).
- If a User of a physical POS terminal, not to allow access to the POS terminal provided by the Bank by third parties who are not employed with the User nor have authorization from the Bank to access the POS terminal;
- Not to pay out cash for transactions made with payment cards through the Bank's service;
- In case the cards are accepted through an imprinter provided by the Bank, the transaction slip shall have to clearly and legibly contain: a mechanical print of the name and surname of the cardholder, card number, validity period, name and the identification number of the User, date of the transaction, authorization code received from the Bank, total amount of the transaction expressed in MKD and handwritten signature of the cardholder in the place in the slip provided for signature (verified that it matches the personal identification document presented by the cardholder);
- In case the cards are accepted through an imprinter provided by the Bank to the User, to deliver 2 (two) copies of the slips issued through an imprinter, together with the specification in the Bank, no later than 15 days from the date of receipt of the authorization for the transaction and for the receipt of the slips to provide a seal and signature from the Bank as confirmation of receipt of the slips;
- At the Bank's request, for the purposes of reconstruction or response to a dispute of a transaction, within 10 calendar days to present to the Bank the copy of the slip made through a POS terminal or imprinter;
- If a user of a physical POS terminal, to provide uninterrupted power supply as well as a telephone or other telecommunication line, if this is necessary for the functioning of the POS terminal and to settle the costs thereof without requesting compensation from the Bank;
- If a user of a physical POS terminal, and if needed, to request from the Bank consumables for continuous operation of the POS terminal and/or imprinter;
- If a user of a physical POS terminal and/or imprinter, to train the employees in the points of sale of the method of operation of a POS terminal and/or imprinter, using the material and instructions for operation provided by the Bank;
- If a user of a physical POS terminal, to use the POS terminal(s) provided by the Bank diligently and settle full costs for repair or replacement of the POS terminal(s) in case where the damage is due to careless use of the User, based on damage assessment determined by the Bank and an invoice delivered to the User. If the User fails to reimburse the cost of repair or replacement of the POS terminal(s) within 10 days, the

User authorizes the Bank as the holder of payment operations to issue payment instruments and debit the User's accounts in the Bank from the existing or future inflows in order to collect the cost of repairing or replacing the POS terminal(s). If the User does not have sufficient funds on their accounts in the Bank for collection of the cost of repair or replacement of the POS terminal(s), the Bank shall have the right to initiate enforced collection procedure of the funds against the User in a manner and in a procedure provided for in law without prior written notice or warning;

- If a user of a physical POS terminal, to return the POS terminals to a Bank's branch if the User has not used the POS terminal(s) for payment card transactions within 3 (three) months.
- At the Bank's request to return the POS terminal(s) to a Bank's branch in the shortest possible period, and no longer than 10 working days. If the User fails to act upon such request within 10 working days, the User authorizes the Bank as the holder of payment operations to issue payment instruments and debit the User's accounts in the Bank from the existing or future inflows in order to collect the cost for not returned or damaged POS terminal(s). If the User does not have sufficient funds in their accounts in the Bank for collection of the cost for replacement of the POS terminals that were not returned within the envisaged term or are returned damaged, the Bank shall have the right to initiate enforced collection procedure of the funds against the User in a manner and procedure provided for in law without prior written notice or warning.
- The User shall undertake to take all control measures to avoid possible errors that may cause problems for cardholders.
- If a user of a physical POS terminal/imprinter, the User shall undertake to carry out card transactions made without the physical presentation of the card only for known customers and only for reservations of the following activities:
 - hotel and apartment accommodation,
 - travel arrangements,
 - purchase of plane tickets, and
 - rent-a-car services.

- If a user of a physical POS terminal and/or imprinter, the User shall undertake to, for transactions made without presentation of a card, submit to the Bank documentation including a copy of the consent signed by the cardholder to make the payment by the card. The consent signed for the payment made shall have to include the following elements:

- Name of the cardholder, written as indicated on the front of the card,

- the card number,
- the card expiry date,
- the card CVV2 code,
- the transaction date,
- the transaction amount,
- brief description of the service provided or product sold,
- the User's full name and address,
- authorization code provided by the Bank for carrying out the transaction,
- the cardholder's signature identical to the signature contained in the card used for payment,
- the cardholder's contact phone, and
- the cardholder's address.

The signed consent shall have to contain the above data. At the same time, the User shall undertake to keep a signed copy of this consent as well as other documentation to prove that the product or service has been delivered or provided, respectively.

7. USER'S OBLIGATIONS WHEN USING VIRTUAL POS TERMINAL OR E-COMMERCE SERVICE

When using virtual POS terminal or e-commerce service, the User shall undertake to:

1. Publish Visa and MasterCard brands in visible place on its website, and not to use Visa and MasterCard codes without authorization or without the consent of the Bank;
2. Publish in visible place on its website that the electronic commerce is carried out by the use of the Stopanska Banka AD – Skopje service;
3. Have in place a policy of the terms and conditions for delivery of products and/or services, and to have it published on the website through which electronic commerce is carried out;
4. Have in place a policy of the terms and conditions for refunds of revoked/reversed transactions and to be published on the website through which electronic commerce is carried out;
5. have in place a policy for protection of the customers and website visitors' data, and to have it published on the website through which electronic commerce is carried out;
6. In a clear and simple way, to allow consumers to accept or refuse the offer to perform the transaction using the electronic commerce service;
7. To publish precise terms and conditions for the existence of a possible warranty for the products and services sold and provided by the User;
8. Deliver to the customers complete purchase documentation: bill/invoice, delivery note, warranty and declaration;

9. Provide confirmation of receipt of the delivered products/services which, depending on the nature of the product/service or the method of delivery, may be in the form of a signed delivery note (with date and time), email message or another documented type of confirmation which may be used in case of dispute;
10. Archive and store the data for each transaction using the electronic commerce service in electronic or paper form for at least 3 years from the date of the transaction (unless otherwise provided for in law).
11. On the website through which the sale is carried out using the Bank's e-commerce service, to place a complete and detailed description of the product and/or service that is the subject of electronic sale, including all the characteristics that would be important for the consumer or could be the subject to dispute between the consumer and the User;
12. On the web site through which the sale is carried out using the Bank's e-commerce service, in a clear and unambiguous way to indicate the price of the product/service in Denars, including the total costs and fees to the delivery of the product/service to the consumer, which must comply with laws and regulations for the protection of consumer rights;
13. Not to allow execution of transactions in cases where the User is not able to meet the delivery obligation of the product / service to the consumer;
14. Not to present incorrect or incomplete data on the products / services and the method of their delivery to the consumer;
15. Not to endanger someone else's property or reputation of the website through which electronic commerce is carried out;
16. Not to publish profanity, child pornography and other activities prohibited by applicable laws and regulations of the Republic of North Macedonia;
17. Not to sell on its website products and services qualified under any of the below categories:
 - Tobacco products,
 - Gambling / betting / state lottery,
 - Pharmaceutical products, including products intended for sale without a medical prescription (vitamins, nutritional supplements, etc.),
 - Adult services and contents;
18. Not to misuse the consumers' personal data and to keep them strictly confidential;
19. Comply with the provisions of these General Terms and Conditions and all instructions delivered by the Bank to the User in written or electronic form;
20. Request from the consumer an email address to which the User shall send a confirmation of the payment made (purchase and sale);
21. Send the consumer an email notification as a confirmation of the payment made;
22. Report to the Bank all its status and other material changes, as well as any changes to the website that could affect the functions of the electronic commerce service provided by the Bank;
23. Place the Bank's banner, with dimensions up to 150 x 150 pixels, for which the bank will provide a design, in a visible place on the top of its main website;
24. Establish control mechanisms for monitoring transactions and prevention of transactions made with misused cards.

8. REFUND AND DISPUTED TRANSACTIONS

The Bank shall not transfer funds, or shall have the right to refund:

- In case of a statement submitted by the User requesting or authorizing the Bank to reverse a transaction and transfer the paid funds to the cardholder, or
- In case of justified suspicion and/or dispute by the Bank or another issuer of payment cards, for a transaction that occurred as a result of non-delivery of the product and/or service in accordance with the conditions presented to the User and/or non-compliance with the provisions of these General Terms and Conditions , or
- In case of a justified dispute of a transaction by a cardholder, which occurred as a result of non-delivery of the product and/or service in accordance with the terms and conditions presented to the User and/or non-compliance with the provisions of these General Terms and Conditions, or
- In the event that the attached imprinter slip, for merchants who also make payments through such device, is incomplete, illegible or delivered beyond the validity period of the card or exceeding 15-day period for delivery of the payment slip to the Bank's branches,
- In case the Bank suspects that the transaction is a result of the use of an abused card and/or non-compliance with the provisions of these General Terms and Conditions.

The Bank shall have the right, in case of disputed transaction, to request from the User to submit all documentation it possesses in connection with that transaction, in written and/or electronic form. If the User fails to submit the requested documentation within 10 days, the Bank shall have the right not to transfer the funds from the transaction in question or to make refund from the User's account, if they have already been paid.

For requirements of refund, or collection of claims, the User authorizes the Bank as the holder of payment operations to issue payment instruments and debit the User's accounts in the Bank from the existing or future

inflows.

If the funds on the User's accounts in the Bank are not sufficient to cover the entire amount of the dispute, the Bank shall have the right to request from the User to pay the amount of the disputed transactions to the Bank's account. In such case, the User shall undertake to make the payment within 5 working days as of the date of the request submitted by the Bank.

If the User fails to act in accordance with its obligations, or fails to voluntarily pay the funds of the disputed transaction, and the User's accounts in the Bank do not have sufficient funds to collect the funds of the disputed transaction, the Bank shall have the right to initiate an enforced collection procedure of the funds against the User in a manner and procedure provided for in law without prior written notice or warning to the User.

In case of disputing a card transaction, made without the physical presentation of the card, of the full or partial amount of the transaction, the User agrees that the Bank shall refund the amount of disputed funds related to such transactions by seizing the funds from the User's accounts in the Bank from existing or future inflows. If the funds on the User's accounts in the Bank are not sufficient to cover the entire amount of the dispute, the Bank shall have the right to request from the User to pay the amount of the disputed transactions to the Bank's account. In such case, the User shall undertake to make the payment within 5 working days as of the date of the request submitted by the Bank.

The User shall undertake to submit 1 (one) own blank promissory note without protest, with a given written authorization to the Bank, in case of irregular settlement of the obligations, the Bank shall fill the promissory note according to the given authorizations and make collection.

In case of amendments to the laws governing payment operations, the Bank shall apply all laws and regulations and update the provisions of these General Terms and Conditions that are available for downloading at any time from the Bank's website.

The Bank shall undertake to apply the international rules and recommendations governing the operation with card products of the Visa and MasterCard brand and to comply with amendments thereto, and the User fully agrees with such application and compliance as well as with the rights and the obligations that shall arise as a result thereof.

The Bank shall notify the User on all amendments to the international rules and recommendations governing card operations of Visa and MasterCard brands that are directly

related to, and affect these General Terms and Conditions, as follows: 1) through a written notification, 2) via electronic mail, or 3) by publishing on the Bank's website.

9. CANCELLATION OF THE USE OF THE SERVICE – ACCEPTANCE OF CARD-BASED PAYMENT TRANSACTIONS

The Bank shall be entitled, at any time, to cancel the provision of the service related to accepting card-based payment transactions through a physical and/or virtual POS and/or imprinter by delivering a 30-day written notice to the User.

The User shall have the right, at any time, to cancel further use of the service by delivering a 30-day notice to the Bank, and after settling all obligations against the Bank on any grounds (including return of all physical POS terminals and/or imprinters provided for use by the Bank).

The cancellation of the service of accepting card-based payment transactions by any Contracting Party shall not mean termination of the Framework Agreement of Payment Services concluded between the Contracting Parties.

10. CONFIDENTIALITY CLAUSE

The Contracting Parties shall undertake to keep all documents, information, official correspondence, technical plans and operational details as a business secret, and without knowledge and written consent by the other Contracting Party shall not have the right to disclose them to third parties, except in cases provided by law.

Confidential data regardless of the medium and the form in which it is exchanged, verbal, written or electronic, shall constitute a business secret and limited use between the Contracting Parties with the exclusive purpose of taking actions to realize the services that are subject to these General Terms and Conditions.

The Contracting Parties shall cooperate to detect any suspicious, illegal, fraudulent or inappropriate activities and technical omissions in the systems and shall take all necessary measures to overcome them.

The Contracting Parties shall undertake to apply adequate technical and organizational measures to protect against accidental or illegal destruction of data, or their accidental loss, falsification, unauthorized disclosure or access.

11. FORCE MAJEURE AND OTHER CASES OF PREVENTION FROM PROVIDING SERVICES

The following events may partially or fully, temporarily or permanently prevent the Bank from providing the payment service subject to these General Terms and

Conditions that occur beyond the reasonable control of the Bank include but not limited to: natural disasters, war, mobilization, strikes, fire, earthquake, state of emergency, unforeseeable technical defects of the infrastructure required to fulfill obligations according to these General Terms and Conditions, etc., shall be considered cases of Force Majeure for which the Bank shall not bear any responsibility, and the Parties shall attempt to find reasonable methods to overcome the situation.

12. LIMITATION OF LIABILITY

The Bank and its employees shall be exempt from liability for lost turnover, profit or any other incidental or indirect damage that may be associated with the use of the payment service subject to these General Terms and Conditions.

13. FINAL PROVISIONS

In the event of an objection or complaint regarding whether a certain payment or transaction has been made or not, the records of the Bank and the data it has at its disposal shall be taken into account as completely reliable and valid.

These General Terms and Conditions are integral part of the Framework Agreement of Payment Services.

The Bank shall reserve the right to amend these General Terms and Conditions and the Tariffs of Fees and Commissions for Services of Stopanska Banka AD Skopje in accordance with the Bank's business policy, and the Bank shall notify the User thereof in one of the following manners: 1) through a written notification, 2) via electronic mail, or 3) by publishing it on the Bank's website.

The Bank shall propose to the User any amendments to these General Terms and Conditions not later than two months before the date of their application in one of the following manners: 1) through a written notification, 2) via electronic mail, or 3) by publishing it on the Bank's website.

The User shall have the right to accept or reject the proposed amendments before the date of their application and notify the Bank thereof. If the User fails to notify the Bank that the User does not accept the proposed amendments before the date of their application, it shall be deemed that the User has accepted the amendments proposed.

In case the User fails to accept the proposed amendments, the User shall be obliged to return all physical POS terminals provided for use by the Bank and settle all obligations occurred to the date of discontinuation of the service connected to accepting card-based payment transactions.

The User shall be obliged to compensate all costs incurred up to the moment of discontinuation of the service connected to accepting card-based payment transactions. Any possible dispute between the Bank and the User shall be under jurisdiction of the Basic Civil Court Skopje. These General Terms and Conditions shall enter into force as of 01.01.2023.